



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 775-2013

MAGNUS ELIASON RECREATION CENTRE – BASKETBALL COURT

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 MAGNUS ELIASON RECREATION CENTRE – BASKETBALL COURT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, February 10, 2014.

B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Bidder may view the Site without making an appointment.

B3.2 The Bidder is advised that they should review the existing site conditions to review the limit access to the Work area, and to review the existing site features which need to be protected.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. CONFIDENTIALITY

B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B6.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.2.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.

- B7.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B15.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B7.10 Notwithstanding B7.2 to B7.9, and in accordance with B8.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B15.1(a).

B8. BID COMPONENTS

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B8.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg, MB R3B 1J1
- B8.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B8.6 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B15.1(a).
- B8.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204 949-1178.
- B8.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B8.8.2 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B9. BID

B9.1 The Bidder shall complete Form A: Bid, making all required entries.

B9.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B9.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
- (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B9.4.2 All signatures shall be original.

B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. QUALIFICATION

B11.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B11.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B11.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);

B11.4 Further to B11.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractors has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (c) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).

B11.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B11.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B12. OPENING OF BIDS AND RELEASE OF INFORMATION

B12.1 Bids will not be opened publicly.

B12.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be

available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B12.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B12.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B13. IRREVOCABLE BID

B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B13.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B14. WITHDRAWAL OF BIDS

B14.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B14.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B14.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B14.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- a. retain the Bid until after the Submission Deadline has elapsed;
- b. open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- c. if the notice has been given by any one of the persons specified in B14.1.3b, declare the Bid withdrawn.

B14.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B13.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B15. EVALUATION OF BIDS

B15.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity or acceptable deviation there from (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7.

- B15.2 Further to B15.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.
- B15.3 Further to B15.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.
- B15.4 Further to B15.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices adjusted, if necessary, as follows:
- (a) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder is within the budgetary provision for the Work, no adjustment will be made to the Total Bid Price; or
 - (b) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder exceeds the budgetary provision for the Work, the Total Bid Prices of all responsive Bids submitted by responsible and qualified Bidders will be adjusted by progressively deducting item(s) 5, 6, 7, 8, 10, and 11 in the order listed, until a Total Bid Price within the budgetary provision is achieved.
- B15.4.1 Further to B15.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B16. AWARD OF CONTRACT

- B16.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B16.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B16.2.1 Without limiting the generality of B16.2, the City will have no obligation to award a Contract where:
- a. the prices exceed the available City funds for the Work;
 - b. the prices are materially in excess of the prices received for similar work in the past;
 - c. the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - d. only one Bid is received; or
 - e. in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B16.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B15.
- B16.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B16.4 Notwithstanding C4, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B16.5 The Contract, as defined in C1.1, in its entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that it is not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Construction*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the supply and installation of new paving for a basketball court at Magnus Eliason Recreation Centre.

D2.2 The major components of the Work are as follows:

- (a) Demolition of existing paving, curbs, basketball posts/piles, and site furniture.
- (b) Supply and installation of new concrete paving.
- (c) Supply and installation of coloured pavement surfacing.
- (d) Supply and installation of basketball posts, and dropshots.
- (e) Supply and installation of picnic tables and benches.
- (f) Minor landscape repairs.
- (g) Minor modifications to chain link fencing.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is Ken Rech Landscape Architects Inc., represented by:

Ken Rech

Landscape Architect

Telephone No. 204 489-6616

E.mail. kenrech@mymts.net

D3.2 At the pre-construction meeting, Ken Rech will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D3.3 Bids Submissions must be submitted to the address in B8.5.

D4. CONTRACTOR'S SUPERVISOR

D4.1 At the pre-construction meeting, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

D6. NOTICES

D6.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3, D6.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the facsimile number identified in D3.1.

D6.3 Notwithstanding C21., all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: 204 949-1174

D6.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services

Facsimile No.: 204 947-9155

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D8. SAFE WORK PLAN

D8.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D8.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D9. INSURANCE

D9.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg and Ken Rech Landscape Architects Inc. added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (c) all risks installation floater, carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than seven (7) Calendar Days from notification of the award of Contract by Purchase Order.

D9.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D10. PERFORMANCE SECURITY

D10.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D10.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D10.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

D11. SUBCONTRACTOR LIST

D11.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

SCHEDULE OF WORK

D12. COMMENCEMENT

- D12.1 The Contractor shall not commence any Work until he/she is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.
- D12.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D8;
 - (iv) evidence of the insurance specified in D9;
 - (v) the performance security specified in D10; and
 - (vi) the Subcontractor list specified in D11.
 - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
- D12.3 The Contractor shall not commence the Work on the Site before April 28, 2014.
- D12.3.1 If the actual date of award is later than the intended date, the dates specified for Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D13. SUBSTANTIAL PERFORMANCE

- D13.1 The Contractor shall achieve Substantial Performance by May 30, 2014.
- D13.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.
- D13.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D14. TOTAL PERFORMANCE

- D14.1 The Contractor shall achieve Total Performance by June 6, 2014.
- D14.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.
- D14.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D15. LIQUIDATED DAMAGES

- D15.1 If the Contractor fails to achieve Substantial Performance or Total Performance in accordance with the Contract by the date fixed herein for Substantial Performance or Total Performance, the Contractor shall pay the City seven hundred and fifty dollars (\$750.00) per Calendar Day for

each and every Calendar Day following the date fixed herein for Substantial Performance or Total Performance during which such failure continues.

D15.2 The amount specified for liquidated damages in D15.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance or Total Performance by the date fixed herein for same.

D15.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D16. SCHEDULED MAINTENANCE

D16.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:

(a) Topsoil and Sod as specified in E9;

D16.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

CONTROL OF WORK

D17. JOB MEETINGS

D17.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

D17.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D18. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D18.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D19. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D19.1 Further to B11.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B11.4.

MEASUREMENT AND PAYMENT

D20. PAYMENT

D20.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D21. WARRANTY

D21.1 Warranty is as stated in C13.

MISCELLANEOUS

D22. EXISTING SERVICES AND UTILITIES

D22.1 No responsibility will be assumed by the City for correctness or completeness of the Drawings, when provided, with respect to the existing utilities, pipes or other objects either underground or on the surface; the City shall not be liable for the incorrectness and inadequacy thereof. It shall be the responsibility of the Contractor to determine the location of all such utilities, pipes and other objects and to make good any damage done to them.

D23. SITE ACCESS AND RESTORATION

D23.1 Access to the Site as required by the Contractor shall be provided and maintained by the Contractor at his own expense and approved by the Contract Administrator. The Contractor shall pay and take out all permits associated with crossing over the City of Winnipeg boulevard and sidewalk.

D23.2 The Contractor is responsible to correcting all Site damage as a result of their operations, or conditions.

D23.3 The Contractor's operations shall be limited to the minimum area necessary for undertaking the Work and he shall be responsible for all damage resulting from his Work on private property.

D23.4 The access route to the Work area shall be via the existing asphalt paved walkway located on the south side of the splash pad and as shown on drawing detail 1-L1.

D23.5 The Contractor shall protect the existing asphalt paving by covering the paving with a geotextile fabric layer, plywood and granular cushion. Upon completion all the protection materials shall be removed.

D23.6 The Contractor shall replace any damaged areas of asphalt paving or sod with new materials to C.O.W. Standards. Any asphalt paving requiring replacement shall be replaced with a min. 75 mm thick asphalt layer.

D23.7 Method of Measurement and Basis of Payment

D23.7.1 Method of Measurement shall be as follows:

a. Site Access Route and Restoration shall be measured on a lump sum basis for Item 1: "Site Access and Restoration," on Form B: Prices.

b. Basis of Payment shall be as follows:

Site Access and Restoration will be paid for on a Lump Sum Basis on Form B: Prices. The amount to be paid for shall be for the full payment for all permit costs, supplying all temporary surface protection layers, sodding repairs as a result of the site access route, labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

D24. PERMITS, NOTICES, LICENSES, CERTIFICATES, LAWS AND RULES

D24.1 Further to C6.12, the Contractor shall give all necessary notices, obtain all necessary permits and pay all fees in order that the Work may be carried out. The Contractor shall submit all plans

required by any inspection authority and obtain approval of same before proceeding with the Work, and pay any cost attached to the inspection of such plans.

- D24.2 The Contractor shall comply with all laws, ordinances, rules and regulations that would relate to the Work.
- D24.3 All notices, consents, approvals, statements, authorizations, documents or other communications to the City shall be submitted to the Contract Administrator.
- D24.4 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Act.
- D24.5 All Work shall be performed in compliance with the Manitoba Workplace Health and Safety Fall Protection guidelines.
- D24.6 The Contractor and Sub-contractors must be fully aware of all Work involving hazardous materials. All Work must be performed in compliance with the Manitoba Department of Labour Workplace Health and Safety Guidelines and all other applicable codes. The Contractor is responsible for the immediate notification to the Contract Administrator of his/her encountering of suspected hazardous material during their course of Work.

D25. DAMAGE TO EXISTING STRUCTURES, TREES AND PROPERTY

- D25.1 All necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing trees, shrubs, sod, pavements, streets, roads, boulevards, poles, hydrants, water pipes, gas pipes, electrical wires, cables, conduits, sewers or other existing facilities and equipment at the Site of the Work. For all damage incurred in the performance of the Work (either directly or indirectly), the Contractor shall either replace and repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to City of Winnipeg Contract Administrator, and the cost of which shall be borne entirely by the Contractor. The Contractor shall also indemnify and save harmless the City from all claims made directly or indirectly against it in respect to any such damage.
- D25.2 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing park trees within the limits of the construction area:
 - (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment within 2 metres of trees.
 - (b) Trees identified to be at risk by the Contract Administrator are to be strapped with 25x100x2400 wood planks, or suitable protection as approved by the Contract Administrator.
 - (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
 - (d) Operation of equipment within the drip line of the trees shall be kept to a minimum required to perform the Work required. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the drip lines of trees. The drip line of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.
- D25.3 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or his/her designate.
- D25.4 No separate measurement or payment will be made for the protection of trees.

D26. SITE RESTORATION

D26.1 Total Performance of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all tools, equipment, waste, debris and surplus foundation earth to the satisfaction of the Contract Administrator. Unless otherwise specified, the Contractor shall restore all areas of the Site beyond the established limit of Work, which have been disturbed by the Contractor's operations to as good as or better than the original condition to the satisfaction of the Contract Administrator. The Contractor shall pay all costs associated with this Work.

D27. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT

D27.1 Further to CW 1130-R1, the Contractor shall take such measures as are necessary to ensure safe and convenient pedestrian ingress and egress is maintained to private properties while he is Working near them. Any damage caused by the negligence of the Contractor or his Sub-Contractors to the adjacent Works or properties, shall be promptly repaired by him at his own expense, to the satisfaction of the Contract Administrator.

D27.2 Ambulance/ Emergency vehicle access must be maintained at all times.

D28. SITE ENCLOSURES

D28.1 Temporary Site enclosures, The Contractor must fence off the Work area with a bright orange safety fence, securely staked to keep the fence in an upright position. This fence shall be installed at the commencement of construction and be maintained until the safety surfacing and topsoil and sod has been installed.

D28.2 The Contractor shall close off the existing two openings in the west property line chain link fence.

D28.3 The Contractor shall also install a protective fencing along the east side of the main Work area, between the existing building and the chain link fence around the splash pad.

D28.4 The existing southwest gate around the splash pad shall also be padlocked closed during the full duration of the Work.

Site enclosures shall be considered incidental to the Contract Work.

FORM H1: PERFORMANCE BOND
(See D10)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

BID OPPORTUNITY NO. 775-2013

MAGNUS ELIASON RECREATION CENTRE – BASKETBALL COURT

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D10)

(Date)

The City of Winnipeg
Legal Services Department
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 775-2013
MAGNUS ELIASON RECREATION CENTRE – BASKETBALL COURT

Pursuant to the request of and for the account of our customer,

(Name of Contractor)

(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

_____ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (2007 Revision), International Chamber of Commerce Publication Number 600.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
L1	Existing Site/Demolition Plan
L2	New Site Plans
L3	Grading Plan
L4	Painted Game Plans
L5	Existing Site Photos
L6	Existing Site Photos
L7	Existing Site Photos – Site Access Route
SCD-121A	Tache Bench Composite with Arms
SCD-121C	Tache Backless Bench Composite with Arms
SCD-122	Tache Style Metal Frame Picnic Table
SCD-122A	Tache Style Wheelchair Metal Frame Picnic Table

E2. GENERAL SITE DEMOLITION, EXCAVATION, AND ROUGH GRADING

- E2.1 General Description
- E2.1.1 This specification shall cover the removal of existing paving, curbs, concrete footings, miscellaneous site furnishings, and modifications to the existing chain link fence and as noted on drawing L1.
- E2.1.2 The Contractor shall access the Work area via the existing south asphalt walkway, located south of the splash pad. For further information on the site access and restoration requires see section D 24: Access to the Site.
- E2.1.3 All extraneous materials are to be removed from the Site and disposed of in a safe and legal manner. The Work to be done by the Contractor under this specification shall include all labour, equipment and material necessary for and incidental to the satisfactory performance and completion of the Work herein specified.
- E2.1.4 Existing paving demolition:
- Portions of the existing asphalt paving and granular base are to be removed as located and shown on detail 1-L1. The Contractor shall sawcut completely through the existing asphalt paving to the shape shown on drawing detail 1-L1.
 - The existing asphalt paving, granular base and sub grade shall be removed to 225 mm below new finish grade elevations and legally disposed off-site.
- E2.1.5 Existing concrete curb demolition:

- a. All existing concrete curbs as located on drawing detail 1-L1 are to be completely removed, including any concrete footings they rest on to a 1,000 mm depth below new finish grade elevations, and legally disposed off site.
- b. The Contractor is made aware that the westerly 200 mm wide curb contains old concrete footings/chain link fence post footings, dispersed amongst the length of the curb, which post/footings are to be completely pulled out of the ground.
- c. Where old fence posts footings are encountered,(see photo 3 sheet L5) break off the top of the concrete footing around the remnant steel fence posts to reveal enough of the fence posts to secure a chain to, to permit the pulling of the fence post out of grade, complete with the concrete footing.
- d. All deep excavations or fence posts holes are to be backfilled with compacted sand to prevent future settlement.

E2.1.6 Miscellaneous concrete footing removals:

- a. Throughout the Work area there are a number of old concrete footings including the existing basketball posts, which are to be removed to 1,000 mm depth below new finish grade elevations, and legally disposed off site, as located on drawing detail 1-L1.
- b. The existing concrete footings, which can't be completely pulled out of the ground, shall be chipped away, to remove the top 1,000 mm height, and any steel reinforcing cut off flush with the new concrete footing top.
- c. All holes shall be filled in with compacted sand to the new sub-grade elevation.

E2.1.7 Existing concrete tree grates removal:

- a. Three (3) concrete tree rings, grates, and granular/soil base are to be removed, to a 225 mm depth below the top of surrounding asphalt paving. These tree openings will be filled in with 75 mm thickness asphalt paving.

E2.1.8 Existing precast concrete splash-pads removal:

- a. There are two (2) precast concrete rain water splash pads which are to be removed and legally disposed off-site.

E2.1.9 Existing metal basketball posts and backboards:

- a. There is one free standing steel basketball post which steel post is to be removed to a 600 mm depth below new finish grade elevation.
- b. There is one building wall mounted steel basketball backboard which is to be unbolted from the wall and legally disposed off site. The building wall shall be protected when removing the nuts/backboard. The old bolt stubs can be left protruding out the building wall.

E2.1.10 Existing steel bench removal:

- a. Three (3) existing steel benches are to be removed complete with concrete footings, as shown on drawing detail 1-L1, and legally disposed off-site.
- b. The holes shall be backfilled with compacted sand to a 300 mm depth below finish grade, and then 225 mm of compacted 19 mm dia. crushed limestone down installed. The hole shall be capped with a 75 mm thickness of asphalt. Sawcut existing asphalt before install new asphalt paving, typical for all asphalt patching.

E2.1.11 Modifications to the existing chain link fence:

- a. The existing south chain link fence opening as shown on drawing detail 1-L1 and in photo 9 sheet L6 shall be widened, to the adjacent existing post on each side of the opening.
- b. The Contractor shall salvage the existing tension bars, tension bands and top rail end fittings for reinstallation.

- c. The existing top rail shall be cut down (shortened) so as to allow the top rail end fitting to be installed on each no terminal post.
- d. The surplus chain link fencing shall be removed to the new terminal posts.
- e. The old terminal posts shall be completely pulled out to ground including all concrete footings, and the holes backfilled with compacted sand. The top 150 mm depth shall be backfilled with compacted 19 mm crushed limestone down.
- f. The new north terminal post shall be straightened/plumbed vertically prior to attaching the top rail to the post.
- g. The bottom tension wire shall be wrapped around the new opening terminal posts and tightened to C.O.W. Standards.
- h. The salvaged tension bars shall be woven through the chain link mesh and reinstalled to the posts with the salvaged tension bands, spaced equally up the post.

E2.1.12 Tree Pruning:

- a. The existing tree located at the southwest corner of the site, west of the single basketball post and as shown on drawing detail 1-L2, shall be pruned to remove all horizontal branches pointing towards the new paving, to a 2.5 metre height above the new paving grade elevation. The existing tree by the west chain link fence opening shall also have all lower branches pruned off flush with the main trunk to a 2.5 metre height above the walkway elevation.
- b. All tree pruning shall be by a licensed arborist.

E2.1.13 Miscellaneous sod surfacing removal:

- a. Portions of the existing grass and topsoil will also have to be removed to the new limits of sod restoration shown on drawing detail 1-L2.

E2.2 Rough Grading Construction Methods

E2.2.1 Excavation includes the removal of existing surface vegetation/sod to the limit of new Sod Restoration, and excavation to new paving surface sub-grade elevations. Work includes the satisfactory disposal of unsuitable Site material such as clays susceptible to frost-heaving, silts, rock, rubble, rubbish and any surplus suitable Site material.

E2.2.2 Do not disturb existing surrounding trees, sodded areas shown to remain, or existing paving shown to remain.

E2.2.3 Disposal of material shall be understood to mean the hauling of all unsuitable material from the Site and the unloading in a legal manner acceptable to the Contract Administrator. If arrangements are made in advance excavated material may be disposed of on Site at a location designated by the Contract Administrator.

E2.2.4 Contractor must coordinate with the Contract Administrator to ensure all removals have occurred.

E2.2.5 Excavation should be coordinated with the new paving surfaces and sodding so as not to leave open excavation areas subject to ponding water.

E2.2.6 Where fill is required to bring the subgrade up to the proper subgrade elevation use compacted clay fill, sloped to match the finish grade elevations. Fill below newly sodded areas shall be installed to a 100 mm depth below finish grade elevations and fill below paved areas shall be installed to a 225 mm depth below finish grade elevations.

E2.2.7 Compaction for all sub grade surface shall be 100 % Standard Proctor Density.

E2.3 Method of Measurement and Basis of Payment

E2.3.1 Method of Measurement shall be as follows:

- a. General site demolition, excavation, and rough grading shall be measured on a lump sum basis for:

- a. Item 2: "General site demolition, excavation and rough grading," on Form B: Prices.
- b. Basis of Payment shall be as follows:

General site demolition, excavation, and rough grading will be paid for on a Lump Sum Basis on Form B: Prices. The amount to be paid for shall be for the full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E3. PLAY EQUIPMENT

- E3.1 This specification shall cover the supply and installation of the Play Equipment as listed below and specified herein.
- E3.2 The play equipment consists of the following equipment:
- (a) One basketball post set (two posts and backboards) mounted at 3 metre height
 - (b) A single basketball post (one post and backboard) mounted at 2.44 metre height
 - (c) One drop shot play post.
- E3.3 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work according to the drawings and specifications.
- E3.4 The Contractor shall ensure all underground utilities have been located and protected prior to drilling for the footings.
- E3.4.1 Materials
- a. Drop shot:
 - a. Dimension: 0.91 metre funnel, 2.9 metre height
 - b. Finish: Post – powder coated Warm Bronze Matte colour; Funnel – polyethylene Tan colour
 - c. Quantity: one(1)
 - d. Acceptable Material: Landscape Structures Model No: 100042A or approved equal in accordance with B7: Substitutes.
 - b. Basketball Post:
 - a. Dimension: 1.2 metre offset, 3.0 metre height, 114 mm dia. post
 - b. Finish: Post – galvanized metal; backboard white powder coated steel
 - c. Net: nylon
 - d. Quantity: three (3)
 - e. Acceptable Material: MacGregor Model No: 5005H5WB or Douglas Sports Equipment No: 69441, or approved equal in accordance with B7: Substitutes.
- E3.4.2 Installation
- a. Play equipment shall be installed as per manufacturer's specifications and in accordance with the most recent Canadian Standards Association Standard.
 - b. All posts and other vertical items shall be plumb and true to vertical, if so designed.
 - c. Drop shot posts shall be installed in concrete footings 300 mm diameter by 915 mm depth.
 - d. Basketball posts shall be installed in concrete footings, 400 mm diameter x 1800 mm depth
 - e. One set of basketball posts, on the main play court shall be installed at 3.0 metre height. The single practice post shall be installed at 2.44 metre height.

E3.5 Method of Measurement and Basis of Payment

E3.5.1 Method of Measurement shall be as follows:

- a. Play Equipment shall be measured on a per unit basis for:
 - a. Item 3: "Supply and install drop shot" on Form B: Prices.
 - b. Item 4: "Supply and install basketball posts and backboard assemblies" on Form B: Prices.

E3.5.2 Basis of Payment shall be as follows:

Play Equipment will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of each type of play component, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E4. FOUNDATIONS

E4.1 General Description

- E4.1.1 All playground equipment posts, bases and anchors are to be set in concrete footings or piles to ensure stability and prevent frost heaving. An alternative to concrete footings or piles that may be approved includes a welded and secured rail mounting system. The current Standard Construction Specifications of the City of Winnipeg, CW 2160 –latest revision - Concrete to be used in Underground Works, is to be utilized in the installation of the concrete works for all below ground components.

E4.2 Materials

E4.2.1 The specific concrete requirements shall be:

- a. Sulfate resistant, Type 50 Cement;
- b. 28 day compressive strength of 30 Mpa;
- c. maximum aggregate size of 20mm, nominal;
- d. slump 80 +/- 20mm;
- e. maximum water/cement ratio 0.49.

E4.3 Installation

- E4.3.1 All posts and supports shall be centred in the concrete footing such that there is a complete collar of concrete around each post and support. Where posts are not perfectly centred there should be a minimum of 2" concrete at any point around the post.
- E4.3.2 All concrete footings for play equipment shall be a minimum of 915 mm depth, or in accordance with Manufacturer's specifications, whichever is greater.

E4.4 Method of Measurement and Basis of Payment

E4.4.1 Method of Measurement shall be as follows:

- a. Foundations shall be incidental to the measurement of Play Equipment listed above and as shown on Form B: Prices.

E4.4.2 Basis of Payment shall be as follows:

No separate payment shall be made for play equipment foundations.

E5. SITE FURNITURE

E5.1 Description

E5.1.1 This specification shall cover the installation only of benches and picnic tables. The picnic tables and benches will be supplied at no cost to the Contractor by the City. The Contractor must pick up the equipment at the City of Winnipeg storage facility.

E5.1.2 The Contractor shall furnish all labour, materials, equipment and services necessary to complete the Work as shown on Drawing 1, 2-L2 and specified herein

E5.2 Materials

E5.2.1 All materials supplied under this specification shall be of a type approved by the Contract Administrator, and shall be subject to inspection and testing by the Contract Administrator.

E5.2.2 City Supplied Site Furniture shall be:

- a. Bench: Tache Bench Composite with Arms, as per SCD-121A, galvanize finished metal legs, surface mount or approved equal in accordance with B7. Three (3) benches required.
- b. Bench: Tache Backless Bench Composite with Arms, as per SCD-121C, galvanize finished metal legs, Inground mount or approved equal in accordance with B7. Three (3) benches required.
- c. Picnic Table: Tache Style Wheelchair Metal Frame Picnic Table as per SCD-122A, galvanized finished metal frame, Product #52501108 or approved equal in accordance with B7. One (1) picnic table required.
- d. Picnic Table: Tache Style Metal Frame Picnic Table as per SCD-122, galvanized finished metal frame, Product #52501108 or approved equal in accordance with B7. Two (2) picnic table required.

a. Contact for Bench:

Aaron Lennon
Supervisor of Central Repair/Manufacturing Facility
City of Winnipeg
Fleet Management Agency Division
Public Works Department
215 Tecumseh St
Winnipeg, MB R3E 3S4
Tel: 204 986-5505
Email: ALennon@winnipeg.ca

b. Contact for Picnic Table:

Brian Mayer tel: 204 470-7747 e:mail BMayer@winnipeg.ca

E5.3 Construction Methods

- (a) All Work is to be located and installed in accordance with the Drawing 2-L2, and following manufacturer's instructions, using manufactured supplied non-rusting fasteners to ensure solid, durable, finished work suitable for the purpose intended.
- (b) All furnishings and fixtures to be installed plumb and true to correct elevations and location, as directed by the Contract Administrator. The Contractor shall confirm proposed locations of all site furnishings with Contract Administrator prior to installation;
- (c) All furnishings and fixtures to be carefully handled so that no parts will be bent, broken or otherwise damaged. Hammering is prohibited;
- (d) Assembly and install as per manufacturer's instructions.
- (e) All benches and picnic tables to be installed after concrete coloured surface has cured.

- (f) Inground benches shall be install in minimum 400 mm dia. by 900 mm depth, concrete filled holes. Top 400 mm of concrete footing to be cast in sonotube. Slope top of concrete footing to drain to outside. Patch any asphalt damaged around the new concrete footing.
- (g) Surface mount benches and picnic tables shall be secured to the concrete paving with 9 mm dia. by 100 mm long rust proof wedge anchors. Strip top of bolts after installation to prevent removal.

E5.4 Method of Measurement and Basis of Payment

E5.4.1 Method of Measurement shall be as follows:

- a. Site Furniture will be measured on a per unit basis for the following items:
 - a. Item 5: "Install only backless bench" on Form B: Prices;
 - b. Item 6: "Install only bench with back" on Form B: Prices;
 - c. Item 7: "Install only picnic table" on Form B: Prices
 - d. Item 8: "Install only wheelchair accessible picnic table": on Form B: Prices;

E5.4.2 Basis of Payment shall be as follows:

- a. Site Furniture will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E6. POURED IN PLACE CONCRETE PAVING

E6.1 This specification covers the supply and installation of the concrete paving as shown located on drawing detail 2-L2, 2-L3 and as per construction section 3-L3.

E6.2 Concrete paving shall be supplied and installed in accordance with City of Winnipeg Standard Construction Specification CW 3310 Portland Cement Concrete Pavement Works.

E6.3 Materials

- a. Concrete shall be Type 1:
 - a. Class of Exposure: C-2
 - b. Minimum Specified Compressive Strength @ 28 days = 32 Mpa
 - c. Minimum Cementitious Content = 340 kg/m³
 - d. Maximum Water/Cementitious Ratio = 0.45
 - e. Slump = 70 +- 20 mm (for hand placement)
 - f. Aggregate Size = 20 mm Nominal
 - g. Air Content = 5.0% to 8.0%.
- b. Granular base shall be 19 mm diameter crushed limestone
- c. Reinforcing steel shall be 10M diameter

E6.4 Construction Methods

- a. The Contractor shall excavate and grade the sub-grade to the shape of the new concrete paving. The sub grade shall be compacted to 100% Standard Proctor Density.
- b. A 100 mm thickness of granular base shall be installed below all areas to be concrete paved, and the granular base shall be compacted to 100% Standard Proctor Density.
- c. Reinforcing steel shall be installed at 500 mm on centre both ways, with a minimum 50 mm cover.
- d. The concrete shall be installed to a minimum 125 mm thickness and sloped to drain as per grading plan detail 1-L3.

- e. Where the concrete paving meets any metal manholes or catch basins, install a 12 wide fibreboard isolation strip around the metal lid support.
- f. The concrete shall be finished with a very light broom finish surface, so as to be suitable for adhering the coloured acrylotex surface to the concrete. The concrete Contractor shall review the finishing requirements with the coloured acrylotex surface installer, prior to pouring the concrete. A steel trowel finishing surface is not permitted.
- g. All exposed perimeter edges of the concrete shall have a 6 mm radius, round-over edge.
- h. The Contractor shall install 39 mm deep, sawcut control joints a maximum of 3600 mm on centre both ways over the entire concrete surface area, and as shown on drawing detail 2-L3.

E6.5 Method of Measurement and Basis of Payment

E6.5.1 Method of Measurement shall be as follows:

- a. Poured in place concrete paving complete with granular base shall be measured on a per square metre basis, for Item 9: "Poured in place concrete paving c/w granular base" on Form B: Prices.

E6.5.2 Basis of Payment shall be as follows:

Poured in place concrete paving will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of square metres of paving installed, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E7. COLOURED CONCRETE SURFACING FINISH

E7.1 This specification shall cover the supply and installation of the colour coating on the new concrete paved surfaces.

E7.2 The Contractor is made aware the coloured concrete surfacing may not be awarded.

E7.3 All products utilized shall be California Products Corporation, or approved equal in accordance with with B:7 Substitutes.

E7.4 Materials:

- a. Patching Mix (Court Patch Binder): for use in cracks, holes, depressions and other imperfections in the concrete surface. This material will be used in accordance with the manufacturer's specifications with regard to sand sizes, prime coats, and depth of depression, hole or crack.
- b. Crack filler: for use in fine cracks and for minor cosmetic thin repairs and fills prior to filler course.
- c. 100% Acrylic coating (Acrylotex System) as manufactured by California Products Corporation. For information contact: Dennis Glowa @ Cord's Park Mark tel: 204-895-1471.
- d. Acrylotex Colours:
 - a. All coloured surfaces shall be painted based on Plexipave colour chart.
 - b. Basketball court lines painted on the coloured surface, shall be Plexipave White colour. If coloured concrete surfacing is not awarded, all lines shall be painted colour No: 3 (yellow).
 - c. Colour No: 1 – Main overall surface area to be "Light Green" colour.
 - d. Colour No: 2 – For main basketball court surfacing to be "Pacific Blue" colour.

e. Colour No: 3 – For lines on games No. 1 and 2 shall be “Yellow” colour.

E7.5 Construction Method:

- (a) All installation must be in accordance with the manufacturer’s (California Products Corporation) recommended installation procedures.
- (b) Concrete must cure a minimum of 28 days prior to installing the finish surface.
- (c) The finish surface of the concrete must be a very light broom finish. The concrete paving shall not have a steel trowel finish. Colour concrete surfacing Sub-contractor shall co-ordinate the finish of the concrete surface with the concrete paving installer prior to the concrete being poured.
- (d) Clean all asphalt surfaces of loose dirt, oil, grease, leaves and other debris in strict accordance with manufacturer’s directions.
- (e) Clean all holes and cracks.
- (f) Depressions holding enough water to cover a five cent piece shall be filled with Court Patch binder mix. This step shall be accomplished prior to the squeegee draining. Define and mark all areas holding enough water to cover a nickel. Spread court patch binder mix true to grade using a straight edge for strike off. A tack coating shall be applied to the patched areas and allowed to dry prior to patching. Steel trowel or wood float patch so that the texture matches the surrounding area. Never add water to the mix. Light misting on surfaces and edges to feather in allowed as needed to maintain workability. All areas should be allowed to dry thoroughly and cure.
- (g) Filler course shall be applied to the clean underlying surface in one application to obtain a total quantity of not less than 47.3 to 63.2 square metres per litre 915 to 20 square yards per gallon) based on the material prior to dilution. Acrylic Resurfacer may be used to pre-coat depressions and crack/hole repairs to achieve better planarity prior to filler course application.
- (h) Over a properly prepared concrete surface apply three (3) coats of Acrylotex and Plexichrome according to the following mix:

Acrylotex	114 litres (30 U.S. gallons)
Plexichrome	38 litres (10 U.S. gallons)
Water	76 litres (20 U.S. gallons)
- (i) Mix the ingredients thoroughly using accepted mixing devices and use a 70 Durometer rubber blade squeegee to apply each coat of Acrylotex.
- (ii) Allow the application of Acrylotex to dry thoroughly. Scrape off all edges and rough spots prior to the subsequent application of Acrylotex surfacing.
- (iii) Do not install during rainfall or when rainfall is imminent.
- (iv) The air temperature must be at least 10 degrees Celsius (50° Fahrenheit) and rising.

E7.6 Method of Measurement and Basis of Payment

E7.6.1 Method of Measurement shall be as follows:

- a. Coloured concrete surfacing finish and game line painting will be measured on a per unit basis, lump sum basis, or per square metre basis as noted below for the following items:
 - a. Item 10: “Coloured concrete surfacing – Colour No: 1” based on a per square metre basis as shown on Form B: Prices;
 - b. Item 11: “Coloured concrete surfacing – Colour No: 2” based on a per square metre basis as shown on Form B: Prices;
 - c. Item 12: “Basketball court lines and single basketball post line painting” based on a lump sum basis as shown on Form B: Prices;
 - d. Item 13: “Game No: 1 line painting – Colour No: 3” based on a per unit basis as shown on Form B: Prices;

- e. Item 14: "Game No: 2 line painting – Colour No: 3" based on a per unit basis as shown on Form B: Prices;

E7.6.2 Basis of Payment shall be as follows:

- a. Coloured concrete surfacing finish and game line painting will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E8. ASPHALT CONCRETE PAVEMENTS

E8.1 This specification shall amend and supplement City Specification CW 3410 "Asphalt Concrete Pavement Works" and is to be used for any asphalt paving repairs around the edge of the new concrete paving and for filling in the old tree pit locations.

E8.2 Materials:

- a. Mix as per CW 3410, shall be Type 1A asphalt mix. Thickness of paving to be 75 mm.

E8.3 Construction Method:

- a) After installing the new concrete paving, the existing asphalt paving shall be repaired/patched where the new concrete paving does not meet flush with the existing asphalt paving, or where there is a space between the two materials.
- b) If necessary the Contractor shall sawcut out any damaged areas of asphalt paving. Any small broken pieces of asphalt paving located within 500 mm of the new concrete edge are to be removed and replaced with new asphalt paving.
- c) Any loose granular paving shall be compacted to 100% Standard Proctor Density prior to placing the new asphalt paving.
- d) The Contract Administrator shall approve the amount/limit of asphalt paving repairs prior to installing the new asphalt paving.
- e) All new asphalt paving shall be installed to a minimum 75 mm thickness.

E8.4 Basis of Payment:

- a. There will be no separate payment for asphalt paving repairs. The Contractor shall protect the original sawcut edge, where the old asphalt paving was removed, and to which the new concrete paving or asphalt paving is to abut. The cost/allowance for any new asphalt paving shall be included in Item No: 9 – Poured in place concrete paving c/w granular base.

E9. TOPSOIL AND SOD

E9.1 Description

E9.1.1 This Specification shall amend and supplement the City of Winnipeg Specifications CW 3510-R9, CW 3520-R5 and CW 3540-R5. The Contractor shall install mineral sod and a minimum 100mm compacted thickness of topsoil, as required.

E9.1.2 The Contractor shall install topsoil and sod to the full limit of Site construction including repairs to the access road route. On the outside of the new timber edge the sod shall be sloped away from the timber edge at a minimum 1%, maximum 10% slope. Where new sod meets existing sod it shall be cut into the existing sod to meet flush.

E9.1.3 Thirty (30) day maintenance period on sod will commence at Total Performance and acceptance.

E9.2 Method of Measurement and Basis of Payment

E9.2.1 Method of Measurement shall be as follows:

a. Sodding will be measured on a square metre basis for:

a. Item 16: "Supply and install 100 mm depth new topsoil and sod" on Form B: Prices.

E9.2.2 Basis of Payment shall be as follows:

Sodding will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total area, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E10. WOOD CHIP MULCH

E10.1 The Contractor shall provide wood chip mulch. Mulch shall:

- (a) be a clean bark or wood chip free of leaves, branches and other extraneous matter; and
- (b) and consist of chips not less than 15 mm nor larger than 75 mm in size and not more than 20 mm thick.

E10.2 The Contractor shall install a minimum 100 mm depth of wood chip mulch between the existing west chain link fence and new concrete paving. The top of the wood chip mulch shall be 25 mm below the top of the new concrete paving.

E10.3 Method of Measurement and Basis of Payment

E10.3.1 Method of Measurement shall be as follows:

a. Wood chip mulch will be measured on a square metre basis for:

a. Item 17: "Supply and install 100 mm depth new wood chip mulch" on Form B: Prices.

E10.3.2 Basis of Payment shall be as follows:

Wood chip mulch will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total area, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

